Exhibit C

Sale Procedures

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
	)	
PARTSEARCH TECHNOLOGIES, INC.,[1]	)	Case No. 11-______
	)	
Debtor	)	
	)	

SALE PROCEDURES FOR THE SUBMISSION, RECEIPT AND ANALYSIS OF BIDS IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF DEBTOR'S ASSETS

These Sale Procedures have been approved by the United States Bankruptcy Court for the Southern District of New York (the "Court") in connection with the above-captioned case of Partsearch Technologies, Inc. (the "Debtor" or the "Company"), dated as of [____________], 2011 [Docket No. ___] (the "Sale Procedures Order").

These Sale Procedures set forth the process by which the Debtor is authorized to conduct the sale (the "Sale") by auction (the "Auction") of substantially all of the assets of the Debtor (defined as the "Purchased Assets" in the Asset Purchase Agreement dated as of January 27, 2011, the "Stalking Horse APA"), by and among the Debtor and ELDIS, Inc. or its assignee (the "Stalking Horse Bidder") pursuant to the terms and conditions substantially in the form of the Stalking Horse APA. Please take notice that all capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Stalking Horse APA.

Copies of the Sale Procedures Order, Stalking Horse APA or other documents related thereto are available upon request to by emailing Carol Ennis at cennis@brownrudnick.com or Scott Dicus at sdicus@arguscorp.net.

A. Assets to be Sold.

These Sale Procedures set forth the terms by which prospective bidders, if any, may qualify for and participate in the Auction, thereby competing to make the highest or otherwise best offer for all of the Purchased Assets and all of the Assumed Liabilities, as identified in further detail and defined in the Stalking Horse APA.

B. Stalking Horse Bidder.

On January 27, 2011, the Debtor and the Stalking Horse Bidder entered into the Stalking Horse APA for the sale of substantially all of the Purchased Assets pursuant to which: (i) the Stalking Horse Bidder agreed to pay Two Million Eight Hundred Seventy-Five Thousand

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[1] The last four digits of the Debtor's taxpayer identification number are: 5335. Partsearch Technologies, Inc. is a Delaware corporation qualified to do business in the state of New York.

Dollars ($2,875,000) in cash (the "Cash Purchase Price"), and to assume the Assumed Liabilities (together with the Cash Purchase Price, the "Stalking Horse Bid") for the Purchased Assets, subject to the outcome of the Auction and Court approval; and (ii) the Debtor agreed in the event that there is an Alternative Transaction, including that the Court approves the purchase of substantially all of the Purchased Assets by any Person other than the Stalking Horse Bidder, to pay the Stalking Horse Bidder a break-up fee in the amount of One Hundred Thousand Dollars ($100,000) (the "Break-Up Fee").

C. Participation Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, a Person (other than the Stalking Horse Bidder) interested in purchasing the Purchased Assets (a "Potential Bidder") must, on or before the Bid Deadline (as defined herein), deliver (unless previously delivered) to each of (i) Partsearch Technologies, Inc., 708 Third Avenue, 5th Floor, New York, NY 10017, Attn: Scott Dicus (sdicus@arguscorp.net); and (ii) Brown Rudnick LLP, 7 Times Square, New York, NY 10036, Attn: William R. Baldiga, Esq. (wbaldiga@brownrudnick.com), Nina E. Andersson, Esq. (nandersson@brownrudnick.com), and Caleb B. Piron, Esq. (cpiron@brownrudnick.com), counsel to the Debtor, the following documents (the "Preliminary Bid Documents"):

(1) an executed confidentiality agreement (the "Confidentiality Agreement") reasonably acceptable to the Company and containing terms in the aggregate no less favorable to the Company in any material respect (other than with respect to the effective periods and the non-disclosure and non-solicitation provisions contained therein, all of which terms shall be commercially reasonable) than those contained in the confidentiality agreement by and among the Stalking Horse Bidder and the Company;

(2) a non-binding indication of interest with respect to the purchase of all of the Purchased Assets and the assumption of all of the Assumed Liabilities; and

(3) preliminary proof by the Potential Bidder of its financial capacity to close a proposed transaction by the Outside Date, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the Purchased Assets, the party that will bear liability for a breach), the adequacy of which the Debtor and its advisors will determine.

Within two (2) calendar days after a Potential Bidder delivers the Preliminary Bid Documents, the Debtor shall determine and notify the Potential Bidder whether such Potential Bidder has submitted acceptable Preliminary Bid Documents so that the Potential Bidder may conduct a due diligence review with respect to the Debtor. Only those Potential Bidders that have submitted acceptable Preliminary Bid Documents (each, an "Acceptable Bidder") may submit bids to purchase all of the Purchased Assets and assume all of the Assumed Liabilities. The Stalking Horse Bidder shall at all times be deemed an Acceptable Bidder.

D. Obtaining Due Diligence Access.

After receipt of an executed Confidentiality Agreement and notification of Acceptable Bidder status, the Debtor shall provide each Acceptable Bidder reasonable due diligence information, as requested, as soon as reasonably practicable after such request, which information shall be commensurate with that information given to the Stalking Horse Bidder. To the extent the Debtor gives any information to any Acceptable Bidder that Debtor had not previously provided to the Stalking Horse Bidder, the Debtor shall promptly provide such information to the Stalking Horse Bidder. The due diligence period will end on the Bid Deadline (as defined herein).

In connection with the provision of due diligence information to Acceptable Bidders, the Debtor shall not furnish any confidential information relating to the Debtor, the Purchased Assets, or the Sale to any person except an Acceptable Bidder or such Acceptable Bidder's duly authorized representatives to the extent provided in the applicable Confidentiality Agreement.

The Debtor along with its advisors shall coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; *provided, however*, the Debtor may decline to provide such information to Acceptable Bidders who, in the Debtor's reasonable business judgment, have not established that such Acceptable Bidders intend in good faith to or have the capacity to consummate the purchase of all of the Purchased Assets.

E. Bid Requirements.

To participate in the Auction, an Acceptable Bidder (other than the Stalking Horse Bidder) must deliver no later than the Bid Deadline (defined below) to the Debtor, its advisors, the Stalking Horse Bidder at the addresses set forth in Paragraph F below an irrevocable offer that must:

(1) be in writing;

(2) at a minimum, exceed the aggregate sum of the following: (i) the Cash Purchase Price; (ii) the Assumed Liabilities; and (ii) One Hundred and Fifty Thousand Dollars ($150,000) (all of which must be in cash);

(3) constitute a good faith, bona fide offer to purchase substantially all of the Purchased Assets and to assume substantially all of the Assumed Liabilities, with any exclusions indicated in the agreement delivered pursuant to Paragraph E(4);

(4) be accompanied by a clean and a duly executed copy of the Stalking Horse APA and the documents set forth as schedules and exhibits thereto, along with copies that are marked to reflect the amendments and modifications from the Stalking Horse APA executed with the Stalking Horse Bidder, which may not be materially inconsistent with these Sale Procedures;

(5) identify with particularity each and every condition to closing;

(6) identify with particularity the executory contracts and unexpired leases for which assumption and assignment is required;

(7) be "as is where is" and not be conditioned on any contingency, including, among others, on obtaining any of the following: (i) financing, (ii) shareholder, board of directors or other approval, (iii) regulatory contingencies of any kind, and/or (iv) the outcome or completion of a due diligence review by the Potential Bidder;

(8) remain irrevocable until 48 hours after the conclusion of the Sale Hearing (as defined below) or such longer period of time as set forth below if the Potential Bidder is selected as the Back-Up Bidder (defined below);

(9) provide for a covenant to close by the Outside Date;

(10) provide the Debtor, on or before the Bid Deadline, with sufficient and adequate information to demonstrate, to the satisfaction of the Company, that such Potential Bidder has the financial wherewithal and ability to consummate the acquisition of the Purchased Assets and the assumption of the Assumed Liabilities;

(11) fully disclose the identity of each entity that will be bidding for or purchasing all of the Purchased Assets and assuming all of the Assumed Liabilities or otherwise participating in connection with such bid, and the complete terms of any such participation, along with sufficient evidence that the Acceptable Bidder is legally empowered, by power of attorney or otherwise, to complete the transactions on the terms contemplated by the parties;

(12) be accompanied, on or before the Bid Deadline, by a cash deposit equal to Three Hundred Thousand Dollars ($300,000), by wire transfer of immediately available funds to an account or accounts designated by the Debtor (the "Good Faith Deposit");

(13) written evidence of a firm commitment for financing, or other evidence of ability to consummate the proposed transaction without financing

(14) state that the offering party or parties consents to the jurisdiction of the Court;

(15) not request or entitle the Potential Bidder to any transaction or break-up fee, expense reimbursement, termination or similar type of fee or payment; and

(16) include an acknowledgement and representation of the Potential Bidder that it has had an opportunity to conduct any and all due diligence regarding the Purchased Assets prior to making its offer, that it has relied solely upon its own independent review, investigation and/or inspection of

> any documents and/or the Purchased Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Purchased Assets, the financial performance of the Purchased Assets or the physical condition of the Purchased Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Sale Procedures or the Stalking Horse APA.

Bids that the Debtor and its advisors determine fulfill all of the preceding requirements shall be deemed to be "Qualified Bids," and those parties submitting Qualified Bids shall be deemed to be "Qualified Bidders." Within two (2) days after the Bid Deadline, the Debtor shall determine which Acceptable Bidders are Qualified Bidders, and the Debtor will notify the Acceptable Bidders and the Stalking Horse Bidder whether bids submitted constitute Qualified Bids so as to enable such Qualified Bidders to bid at the Auction. Any bid that is not deemed a Qualified Bid shall not be considered by the Debtor. The Stalking Horse Bidder shall be deemed to be a Qualified Bidder. The Stalking Horse APA submitted by the Stalking Horse Bidder and any additional bids timely submitted by the Stalking Horse Bidder (to the extent such bids are generally consistent with the terms of the Stalking Horse APA) shall be deemed Qualified Bids, qualifying the Stalking Horse Bidder to participate in the Auction.

F. Bid Deadline.

Binding written bids must be received by each of the Debtor, the Stalking Horse Bidder and their respective advisors at the addresses set forth below, in each case so as to be actually received no later than 5:00 p.m. (prevailing Eastern Time) on [____________], 2011 (the "Bid Deadline").

To Debtor:

Scott Dicus
Partsearch Technologies, Inc.
708 Third Avenue, 5th Floor
New York, NY 10017
Fax: 845-240-8986
E-mail: sdicus@arguscorp.net

To Debtor's Proposed Counsel:

William R. Baldiga, Esq.
Nina E. Andersson, Esq.
Caleb B. Piron, Esq.
Seven Times Square
New York, NY 10036
Fax: (617) 856-8201
E-mail: wbaldiga@brownrudnick.com
E-mail: nandersson@brownrudnick.com

E-mail: cpiron@brownrudnick.com

To Stalking Horse Bidder:

ELDIS, Inc.
415 Willow St
Truro, N.S.
Canada
B2N 3E7
Attention: Robert Ritacco
Facsimile: (902) 890-6272
E-Mail: rritacco@eldis.com

To Counsel of the Stalking Horse Bidder:

Kramer Levin Naftalis & Frankel LLP
Adam C. Rogoff, Esq.
1177 Avenue of the Americas
New York, NY 10036
Fax: (212) 715-9285
Email: ARogoff@KRAMERLEVIN.com

G. Evaluation of Qualified Bids.

Prior to the Auction, the Debtor shall evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtor's judgment, the highest or otherwise best bid (the "Starting Bid"). No later than forty-eight (48) hours prior to the date of the Auction, the Debtor shall notify the Stalking Horse Bidder as to which Qualified Bid is the Starting Bid. The Debtor shall thereafter distribute copies of the Starting Bid to each Qualified Bidder who has submitted a Qualified Bid.

H. No Qualified Bids.

If no Qualified Bids are received by the Bid Deadline, then the Auction will not occur, the Stalking Horse APA will be deemed the Successful Bid (as defined herein) and, subject to the Debtor's or Purchaser's termination rights under the Stalking Horse APA, the Debtor will immediately pursue entry of an order by the Court approving the Stalking Horse APA and authorizing the sale of the Purchased Assets and the transfer of the Assumed Liabilities to the Stalking Horse Bidder.

I. Auction.

If one or more Qualified Bids are received by the Bid Deadline, then the Debtor shall conduct the Auction. The Auction shall commence on [____________], 2011 at the offices of Brown Rudnick LLP, 7 Times Square, New York, NY 10036, or such later time or other place as the Debtor shall timely notify the Stalking Horse Bidder and all other Qualified Bidders.

The Auction will be conducted in accordance with the following procedures (the "Auction Procedures"):

(1) only Qualified Bidders and their legal and financial advisors, including the Stalking Horse Bidder, shall be entitled to bid at the Auction;

(2) the Qualified Bidders, including the Stalking Horse Bidder, shall appear in person through duly-authorized representatives at the Auction;

(3) except as may be permitted by the Debtor in its discretion, only such authorized representatives of each of the Qualified Bidders, the Stalking Horse Bidder, the Debtor, their respective advisors shall be permitted to attend the Auction;

(4) bidding at the Auction shall begin at the Starting Bid;

(5) bids at the Auction, including any bids by the Stalking Horse Bidder, shall be made in minimum increments of Twenty-Five Thousand Dollars ($25,000);

(6) the Stalking Horse Bidder shall receive a credit equal to the sum of the Break-Up Fee in each round of bidding at the Auction;

(7) each Qualified Bidder will be informed of the terms of the previous bids;

(8) the bidding will be transcribed to ensure an accurate recording of the bidding at the Auction;

(9) each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the Sale;

(10) absent irregularities in the conduct of the Auction, the Court will not consider bids made after the Auction is closed; and

(11) the Auction shall be governed by such additional Auction Procedures as may be announced by the Debtor, after consultation with its advisors, from time to time on the record at the Auction; provided, that any such other Auction Procedures shall not be inconsistent with any order of the Court.

J. Acceptance of the Successful Bid.

Upon the conclusion of the Auction (if such Auction is conducted), the Debtor, in the exercise of its reasonable, good-faith business judgment, and after consulting with its advisors, shall identify the highest or otherwise best bid (the "Successful Bid"). The Qualified Bidder having submitted the Successful Bid will be deemed the "Successful Bidder." The Successful Bidder and the Debtor shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments or other documents evidencing and containing the terms upon which such Successful Bid was made.

The Debtor will present the results of the Auction to the Court within one (1) business day following the completion of the Auction (but in any event no later than the day of the Sale Hearing (as defined below)), at which certain findings will be sought from the Court regarding the Auction, including, among other things, that (a) the Auction was conducted, and the Successful Bidder was selected, in accordance with these Sale Procedures and in good faith in all respects, (b) the Auction was fair in substance and procedure, (c) the Successful Bid was a Qualified Bid (as defined in these Sale Procedures), and (d) consummation of the Sale contemplated by the Successful Bid will provide the highest or otherwise best value for all of the Purchased Assets and all of the Assumed Liabilities and is in the best interests of the Debtor.

If an Auction is held, the Debtor shall be deemed to have accepted a Qualified Bid only when (a) such bid is declared the Successful Bid at the Auction and (b) definitive documentation has been executed in respect thereof. Such acceptance is conditioned upon approval by the Court of the Successful Bid and the entry of an Order approving such Successful Bid.

K. Sale Hearing.

A hearing to consider approval of the Sale of all of the Purchased Assets and the transfer of all of the Assumed Liabilities to the Successful Bidder (or to approve the Stalking Horse APA if no Auction is held) (the "Sale Hearing") is presently scheduled to take place on [__________], 2011 at [______ _.m.] prevailing Eastern Time, or as soon thereafter as counsel may be heard, before the Honorable [________________], United States Bankruptcy Judge at One Bowling Green, New York, NY 10004.

The Sale Hearing may be continued to a later date by the Debtor by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party.

At the Sale Hearing, the Debtor shall present the Successful Bid to the Court for approval.

L. Designation of Back-Up Bidder.

The Debtor shall, following the approval of the Sale of all of the Purchased Assets to any Successful Bidder at the Sale Hearing, be authorized, but not required, to deem the next highest or otherwise best Qualified Bid, including, for the avoidance of doubt, the Stalking Horse APA and any other bids by the Stalking Horse Bidder (provided however that the Stalking Horse Bidder shall have the right to consent in writing to be the Back-Up Bidder) (the "Back-Up Bid" and the party submitting the Back-Up Bid, the "Back-Up Bidder"), as disclosed at the Sale Hearing, the Successful Bid, and if the Successful Bidder fails to consummate an approved Sale by [____________], 2011, the Debtor shall be authorized, but not required, to consummate the Sale with the Back-Up Bidder submitting such bid without further order of the Court. The Back-Up-Bid shall remain open until the earlier of (i) the first business day following the consummation of a Sale of the Purchased Assets to the Successful Bidder and (ii) thirty (30) days following the Sale Hearing.

M. Break-Up Fee.

The Debtor shall be obligated to pay to the Stalking Horse Bidder, by wire transfer in immediately available funds to an account designated by the Stalking Horse Bidder, all amounts due to the Stalking Horse Bidder, including the Break-Up Fee, in each instance in accordance with the applicable provisions of the Stalking Horse APA.

N. Return of Good Faith Deposit.

The Good Faith Deposit of the Successful Bidder shall, upon consummation of the purchase of all of the Purchased Assets and transfer of all of the Assumed Liabilities, be credited to the purchase price paid for all of the Purchased Assets and all of the Assumed Liabilities. If the Successful Bidder fails to consummate the purchase of all of the Purchased Assets and the assumption of all of the Assumed Liabilities due to a breach by the Successful Bidder, then the Good Faith Deposit shall be forfeited to, and retained irrevocably by, the Debtor. Notwithstanding anything contained herein, the terms under which the Stalking Horse Bidder provided a Purchase Price Deposit shall be governed by the Stalking Horse APA.

The Good Faith Deposit of any unsuccessful Qualified Bidders (except for the Stalking Horse Bidder or Back-up Bidder) will be returned within seven (7) days after the entry of the Sale Order by the Bankruptcy Court or upon the permanent withdrawal of the proposed Sale of all of the Purchased Assets and all of the Assumed Liabilities. The Good Faith Deposit of any Back-up Bidder (except for the Stalking Horse Bidder) will be returned the first business day following the consummation of a Sale of the Purchased Assets to the Successful Bidder other than the Back-up Bidder or upon the permanent withdrawal of the proposed Sale of all of the Purchased Assets and all of the Assumed Liabilities. The Good Faith Deposit of the Stalking Horse Bidder shall be returned in accordance with the terms of the Stalking Horse APA.

O. Reservation of Rights.

The Debtor reserve its rights, following consultation with its advisors and with the consent of the Stalking Horse Bidder (whose consent shall not be unreasonably withheld), to modify these Sale Procedures in any manner that will best promote the goals of the bidding process and to impose, at or prior to the Auction, additional customary terms and conditions on the Sale of all of the Purchased Assets and the transfer of all of the Assumed Liabilities, including, without limitation, modifying the requirements for a Qualified Bid, extending the deadlines set forth in these Sale Procedures, adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice, canceling the Auction, and rejecting any or all Qualified Bids (excluding, for the avoidance of doubt, the Stalking Horse Bidder's offer pursuant to the Stalking Horse APA) if, in the Debtor's business judgment, following consultation with its advisors, the Debtor determines that such Qualified Bid is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or any related rules or the terms set forth herein, or (c) contrary to the best interests of the Debtor; *provided*, that if the Debtor cancels the Auction, or rejects all Qualified Bids other than Stalking Horse Bidder's, the Debtor shall promptly pursue entry of an order by the Court authorizing consummation of the Sale of all of the Purchased Assets and the transfer of all of the Assumed Liabilities to the Stalking Horse Bidder; and *provided further*, that the Debtor shall not extend the deadlines set forth in these Sale Procedures beyond fourteen (14) days, adjourn the Auction at the Auction and/or adjourn the Sale Hearing beyond seven (7) days without the prior consent of the Stalking Horse Bidder. In the event that an insider or affiliate of the Debtor participates in this auction process as a Potential Bidder or a Qualified Bidder, as applicable, such party will be treated like and given no greater or better rights than any other Potential Bidder or Qualified Bidder, as applicable.

The Debtor shall provide to the Stalking Horse Bidder the information and documents specified in the Stalking Horse APA relating to the Auction and other bids within the time period and on the terms and conditions set forth in the Stalking Horse APA or otherwise agreed to by the Stalking Horse Bidder.